

**A SUBSTITUTE RESOLUTION**

**BY COMMUNITY DEVELOPMENT/ HUMAN RESOURCES COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, BUREAU OF HOUSING, TO ENTER INTO A HOUSING ASSISTANCE PAYMENTS CONTRACT WITH EDGEWOOD CENTER LIMITED PARTNERSHIP FOR ONE YEAR, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY SIX THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS AND NO CENTS (\$276,431.00), IN ORDER TO PAY RENTAL SUBSIDIES FOR 46 UNITS FOR LOW-INCOME INDIVIDUALS AT THE EDGEWOOD CENTER, PURSUANT TO THE SECTION 8 MODERATE REHABILITATION SINGLE ROOM OCCUPANCY PROGRAM SPONSORED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; ALL FUNDS SHALL BE CHARGED TO AND PAID FROM PTAE0 NUMBER 25200668.114.250130367.5239004.COA; AND FOR OTHER PURPOSES.**

**WHEREAS,** the City of Atlanta ("City") administers the Section 8 Moderate Rehabilitation Program ("Program") to provide affordable housing through rental subsidies to very low-income individuals and families; and

**WHEREAS,** the original ten- year Housing Assistance Payments ("HAP") contract and subsequent renewal contract with Edgewood Center Limited Partnership for the provision of 46 rental units for low-income formerly homeless individuals at the Edgewood Center expired May 2, 2008; and

**WHEREAS,** U.S. Department of Housing and Urban Development has approved funding for a new HAP contract in an amount not to exceed Two Hundred Seventy Six Thousand Four Hundred Thirty One Dollars and No Cents (\$276,431.00) in order to continue providing 46 housing units for low-income individuals living with AIDS/HIV.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES,** that the Mayor is hereby authorized to enter into a Housing Assistance Payments Contract, on behalf of the Department of Planning and Community Development, Bureau of Housing, with Edgewood Center Limited Partnership, for 46 housing units, in an amount not to exceed Two Hundred Seventy Six Thousand Four Hundred Thirty One Dollars and No Cents (\$276,431.00).

**BE IT FURTHER RESOLVED,** that all expenses shall be charged to and paid from PTAE0 number 25200668.114.250130367.5239004.COA.

**BE IT FURTHER RESOLVED,** that the Agreement shall be for a period of one (1) year through May 2, 2009.

**BE IT FURTHER RESOLVED**, that in the event this property owner does not comply with the terms and conditions of the contract, the City may terminate the contract with proper notice.

**BE IT FURTHER RESOLVED**, that the City Attorney is directed to prepare the appropriate contractual agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED**, that that the contract shall not become binding on the City and the City shall incur no obligation or liability under the same until it has been signed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form, and delivered to Edgewood Center Limited Partnership.